New Jersey Law Journal

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Digests of Recent Opinions

INSURANCE — A Policy Issued to an Operator Who is Within the Provisions of the Financial Responsibility Act Imposes Absolute Liability on the Carrier. The Three Year Section of the Financial Responsibility Act is Inoperative if Proof of Financial Responsibility Has Not been Required.

United States District Court. District of New Jersey.

Irene Peterson and Edwin Peterson, Plaintiffs vs. Merchants Indemnity Corporation of New York, a corporation, Defendant.

October 19, 1939.

For plaintiffs: George S. Applegate, Jr.

For defendants: McCarter & English, Woodruff J. English, Gerald M. McLaughlin of counsel.

Forman, D. J.

The plaintiff moves to strike certain defenses set forth in defendants answer, to wit, breach of conditions. They contend the policy was issued pursuant to the terms of the Financial Responsibility Act, whereunder the liability of the carrier becomes absolute.

The defendant contends that the policy in force at the time plaintiffs were injured was written more than three years after the prior accident which made insurance compulsory.

The section of the act upon which the defendant relies reads "Whenever it appears that a period of three years has elapsed since proof of financial responsibility was required of a person" etc.

The record here discloses that proof was never "required" to furnish "proof of financial responsibility." It therefore follows this provision of the statute is not applicable in the instant case.

The state court has held that whether the commissioner has required an operator to furnish the proof or not, if a policy is issued to one falling within the provisions of the act, the public is covered by the policy. Ambrose vs. Indemnity Ins. Co. of No. America, 199 Atl. 47. In that case the policy was not issued until five years after the prior accident and the court did not deal with it as outlawed.

The policy here sued on must be construed as a required one and the liability thereunder became absolute.

JOINT AND SEVERAL OBLIGORS — Judgment Final Against Two of Four Joint and Several Obligors is not a Bar to Entry of a Judgment Against the Other Obligors.

New Jersey Supreme Court.

The Morris Plan Industrial Bank of New York, a banking corporation of the State of New Jersey, Plaintiff, vs. Paul C. Kemeny, James J. Polites, Louis Kemeny and Adam Novaky, Defendants.

October 27, 1939.

For plaintiff: Louis Ogust.

For defendants: I. Oscar Spevack.

Case, J.

Louis Kemeny, James J. Polites, Paul C. Kemeny and Adam Novaky were sued upon the joint and several obligation of those defendants under a promissory note in which, by the specific terms thereof, they "jointly and severally" promised to pay. Paul C. Kemeny and

(Continued on page 3, col. 1)

CURRENT DECISIONS

EXECUTORS AND ADMINISTRATORS — Proof of Fraud in the Procurement of Letters of Administration Must be Clear and Convincing.

Bergen County Surrogate's Court.

In the Matter of the Administration of the Estate of John S. Giles, Deceased.

October 23, 1939.

For Nella C. Lane: Francis V. D. Lloyd.

For Siegfried R. Brown: Major, Black & Carlsen, James H. White.

An order to show cause why Letters of Administration issued to Mrs. John S. Giles by this court on April 6, 1938, should not be revoked was signed by Deputy Surrogate, Donald G. Dutcher on July 14, 1939. The petition, properly sworn and executed, alleges fraud on the part of the said Mrs. Nella C. Giles; to wit, that she is not the mother of John S. Giles, deceased, as asserted to her oath at the time of applying for administration. The order was signed upon the authority and in accordance with Chapter 133 of the New Jersey P. L. 1917.

J. Blauvelt Hopper, Surrogate:

In order to prove fraud, once administration has been grant-

(Continued on page 7, col. 3)

Rule Against Lay Practitioners In Compensation Cases

Insurer's Adjuster May Not Appear in Contested Cases, South Carolina Court Says

Columbia, S. C. (CCNS) — Use of laymen as insurance company representatives in contested workmen's compensation cases heard before a single member of the State Industrial Commission—heretofore a common practice in this state—was held to constitute the unauthorized practice of law in a decision handed down by the Supreme Court of South Carolina.

The ruling, another chapter in the long controversy between lawyers and adjusters as to the boundary between their respective fields, was based largely upon the nature of such hearings under the South Carolina procedure.

Makes Up a Record

Contested cases are ordinarily heard by a single commissioner, who takes testimony under oath, permits cross - examination, makes a complete record, and makes awards. If his findings are appealed to the full Commission the new hearing is usually based almost entirely upon the record made by the single commissioner. If appeal is taken to the courts only questions of law may be decided, questions of fact being determined upon the basis of the record.

The decision was given on a petition as seeking to have R. M. Wells, an adjuster for the Amer-

(Continued on page 2, col. 4)

Lawyers Veto Plan For Legal Service Bureaus

Chicago Bar's Proposal Is Declared in Protest to Be Founded on False Premise

Chicago, (CCNS) — Plans for low-cost legal service bureau announced by the Chicago Bar Association "are to be criticized and strongly disapproved" because they are founded on false premises, according to a resolution adopted by the Polish Lawyers' Association.

The Chicago Bar Association committee had recommended that the Association set up a reference plan to asssist prospective clients in finding lawyers, and ultimately that the association should establish a **law office** to serve people of small means in matters which lawyers in private practice can not handle profitably.

Object to Both Ideas

Amplifying its contention that many parts of the plan are founded on false premises, the resolutions says:

"That it not only is not difficult to find a specialist when required, but the occasions when a specialist is needed are so rare and few in the classes of clients concerned, as not to present any problem whatever.

"b. That a large percentage of lawyers in this country not only can well afford, but would welcome the opportunity to handle most of the legal business which the Chicago Bar Association calls 'not protable'."

Other objections to the plan were listed in the Polish lawyers' resolution as follows:

Centralization Would Result

"That in both types of legal matters, that is those that do not actually require specialists, and the rare ones that do, the lawyer for the prospective client to retain in the first instance is the practitioner who takes an active interest in the civic life of the neighborhood or community where the client resides.

"That the list of lawyers, both specialists and general practitioners, to whom clients would be referred under the 'Reference Plan' is limited to members of the Chicago Bar Association.

"That the 'Reference Plan' would inevitably become subject to the abuse of favoritism, because the degrees of qualification of lawyers in each specialty naturally would vary, and consideration thereof necessarily

(Continued on page 2, col. 5)

New Jersey State Bar Examinations Counsellors, October, 1939

1. The Legislature passed an Act, providing that in a suit on a bond for deficiency after foreclosure, the defendant might file an answer disputing the deficiency and that at the hearing both parties might introduce evidence of the fair market value of the mortgaged premises and that the jury might determine the amount of the deficiency by deducting from the debt the amount so found to be the fair market value. This method was applied at the Circuit and the plaintiff's claim reduced. Plaintiff, on appeal, raises for the first time the question of the constitutionality of the act.
   (a) Can plaintiff raise the question on appeal?
   (b) Does the act offend any provision of the State or the Federal Constitution?
2. (a) What is meant by "Due Process of Law?"
   (b) What are the purposes of the twentieth amendment to the U. S. Constitution?
3. (a) Who composes the Court of Errors and Appeals?
   (b) How many constitute a quorum and how many votes are necessary to make a valid decision?
   (c) G, an Ambassador of Peru, in his automobile negligently injured X, a pedestrian in Newark. The Ambassador promised to settle for all damages. He failed to do so and an action was commenced in the New Jersey Supreme Court. The Ambassador was served personally in the State. You are employed as the Ambassador's attorney and desire to move to quash the summons. What proceedings are necessary and what grounds would you present?
4. F and G his wife loaned the wife's parents $8,000.00 upon their promise to give their daughter and her husband a mortgage covering certain real estate. After receiving the money, the borrowers refused to execute the bond and mortgage. An estrangement occurred between the husband and wife and she left him and returned to the home of her parents and refused to join with him in a suit against her parents. What remedy has F? (a) when the promise is oral; (b) when the promise is written?; (c) How may the rights of G be determined?
5. (a) You are attorney for the town of A which has determined to acquire for public use a tract of land owned by X which he refuses to sell. Give procedure for its acquisition.
   (b) What procedure should be taken for the conservation and sale of land owned by a person who has become insane?
6. (a) Draw the affidavit of consideration to a chattel mortgage.
   (b) Draw a memorandum of contract for the erection of a building by January 1, 1940 with liquidated damage clause for non-completion within the time agreed upon.

(Continued on page 6, col. 2)

FEDERAL COURT COUNSELLORS SWORN IN

Fourty four attorneys, who had been sworn in as counsellors of the State of New Jersey, were sworn in yesterday as Counsellors in the Federal Courts. The ceremonies were presided over by Judge Fake at the United States District Court in Newark. Charles Jaekel, the Clerk of the court at Newark, presented the applicants to the court.

Judge Fake stated that some months ago the judges of the Federal courts of the District of New Jersey had decided to suspend the operation of the rule requiring a counsellor of the State of New Jersey to take an examination before he could be admitted as a counsellor in the Federal Courts. The ceremonies were a result of this change.

The court suggested to those assembled that they spend their spare time in obtaining a better understanding of civics and economics. He pointed out that such knowledge would not only help them fill the places in society which they were to hold, but would also serve as a helpful background in some of the matters they might handle.

The newly admitted counsellors were advised to become acquainted with the new Federal Court rules. The rules are at present in the process of revision and compilation.

Those sworn in were:

Samuel Lewis Ackerman
William K. Azar
Frederic J. Bakker
Charles Bernstein
William Blohm, Jr.
Peter Calcia
James A. Castner
Louis Chodash
Julius Cohn
John F. Connolly
Gilbert E. Cregan, Jr.
Herbert J. Dwyer
Genevieve Flicker
John J. Gillies
Hymen D. Goldberg
John W. Hand
George Heftler
Walter R. Hoepe
Charles Howard
Robert Inlander
Elias A. Kaff
Louis Kalb
C. Russell Kramer
Oscar Kurinsky
Raymond J. Lamb
Samuel A. Larner
Joseph A. Lettieri
Philip M. Lustbader
Eldon Mills
James M. Muth
Alan C. Phillips
Charles A. Reid, Jr.
John P. Romer
Louis Schwartz
Abraham Jonas Slurzberg
Harold J. Soehl
Wilbur Spiro
Harry Steinberg
Joseph V. Suter
Louis Winer
Thomas W. Winnerman
Douglas E. Woodring
Herbert L. Zelk
John J. Winberry

CASES OF INTEREST

Sister State Decision

APPELLATE DIVISION
Second Department

RAILROADS — Injuries to Person on Track — Burden of Proof—Weight of Evidence—Predication of Negligence on Train's Speed.

Anna Garemchuk, as administratrix of all and singular the goods, chattels and credits of Gavril Garamchuk, deceased, respondent, v. The Long Island Railroad Company, appellant. July 7, 1939.

Ralph E. Hempstreet for the appellant.

Joseph H. Wackerman for the respondent.

Hagarty, J.

The plaintiff, as administratrix, brings this action to recover damages for injuries sustained by her intestate, resulting in death, due to the alleged negligence of the defendant in the operation of one of its trains. From the judgment entered in her favor the defendant appeals.

The undisputed facts are that on the evening of the 14th day of January, 1938, at about dusk, the decedent was driving his automobile in a westerly direction between Bay Shore and Babylon, Long Island, along a public highway which parallels the defendant's right of way. A light snow had fallen and the pavement was icy. The automobile skidded from the pavement onto the right of way at a point not a crossing, turned over and was struck by an eastbound train, causing the death of plaintiff's intestate. From a bend in the roadbed approximately one and a half miles to the west of the scene of the accident, the tracks are straightaway to a point where the train struck the overturned automobile. About half-way between these points, that is, the overturned automobile and the bend in the road, there is a signal protecting the railroad yards at Bay Shore. The assigned negligence is that the engineer should have appreciated the danger and averted the collision by stopping the train before it reached the overturned automobile.

The engineer testified, without contradiction, that after he had passed the signal upon which he was required to concentrate his attention because of a freight train switching in the Bay Shore yards, and while the train was proceeding at the rate of sixty miles an hour, he saw a group of people and an object which appeared to him to be on the other track. He then blew the whistle and applied the brakes in service position. It was not until he was within 800 or 1,000 feet of the overturned car that he was able to perceive that the object was inanimate and upon his own track. At that time he applied the brakes in emergency position, but it was too late to avert the collision, for the reason that under the existing conditions, including the icy rails, it would require 2,000 feet or more within which to stop the train.

Since the train was not approaching a crossing, negligence cannot be predicated upon the fact that the attention of the engineer was solely directed to the signal, and respondent does not claim to the contrary. It was incumbent upon plaintiff to show that the train could have been stopped in time after the engineer knew, or in the exercise of reasonable care had cause to believe, that the object on the track was inanimate (Albrecht v. Rochester, S. & E. RR., 205 N. Y., 230, 235), rather than a living person (O'Brien v. Erie RR., 210 N. Y., 96, 103). No such proof was offered, and in the absence of contradictory proof the engineer's testimony must be accepted to the effect that, under the existing conditions, it would require 2,000 feet or more within which to stop the train after discovering the danger. Negligence cannot be predicated on the speed at which the train was traveling, in view of the fact that it was proceeding on its pirvate right of way (Warner v. N. Y. Central RR., 44 N. Y., 465, 469). The engineer's testimony, in so far as it relates to the distance within which it was possible to discern the nature of the object, i.e., visibility, is in accord with the proof adduced on behalf of plaintiff. Under the circumstances we are of opinion that no negligence can be attributed to the defendant (Caledonian Ins. Co. v. Erie RR., 219 App. Div., 685), and that the authority of Lee v. Pennsylvania RR. (269 N. Y., 53) is not controlling, in view of the substantially different factors presented in the case.

The judgment for plaintiff should be reversed on the law, with costs, and the complaint dismissed, with costs.

Lazansky, P. J., and Taylor, J., concur; Carswell and Close, JJ., dissent and vote to affirm on the ground that the record presented a question of fact for determination by the jury (Lee v. Penn RR., 269 N. Y., 53).

PERSONAL

Fred Kaminows has announced the removal of his offices to 1 Sherman Ave., Jersey City, where he will continue the general practice of law.

New Regulations Soon Ready

Washington, (CCNS) — The new regulations covering the social security act as amended by Congress will be completed in about a month, according to the latest word from the social security board.

These regulations, which owe much of their importance to the fact the social security board begins paying old age benefits January 1 and expects to have 900,000 persons on the rolls by the end of 1940, are expected to be ready for distribution shortly before the first of December.

In any event the Board is certain it will have the regulations out before January 1, even though present plans for earlier publication should be unavoidably delayed.

Drafting of the regulations, social security officials say, has been a monumental task, since the amendments to the act have been so extensive as to require what has almost amounted to the formulation of entirely new regulations.

One of the features of the new regulations will be rules under which attorneys and agents will be allowed to practice before the board. Another will have to do with the procedure to be followed in hearings in old age benefit claims.

LAY PRACTITIONERS

(Continued from page 1)

ican Mutual Liability Insurance Company, declared in contempt of court for having represented his company at such hearings. The action was brought by Attorney General John M. Daniel and the members of the committee on the unauthorized practice of law of the South Carolina Bar Association for the purpose of determining whether the South Carolina Commission has the right under its power to make its own rules, to permit laymen to perform such functions, and was brought in the original jurisdiction of the Supreme Court.

Inasmuch as the finding backs up strongly such important previous decisions as that of the Missouri Supreme Court in the leading test case on the question of whether adjusters are engaged in the practice of law when negotiating claims settlements—Clark v. Liberty Mutual Insurance Company et al.—it is not expected that there will be further objection in insurance quarters to the requirement that insurance companies must be represented by attorneys at future South Carolina hearings of this type.

Rights Must Be Preserved

Holding that an appearance before an individual commissioner constitutes the practice of law the Court remarked that, while there are no formal pleadings, the issues as to both facts and law are made before him.

Here the record is made, the Court pointed out, and it is upon this record that the proceedings may be reviewed by the full Commission, from the award of which an appeal may be taken to the courts. Hence the ultimate rights of the parties depend on the record made before the hearing commissioner.

"Examination and cross-examination of witnesses require a knowledge of relevancy and materiality. Such examination is conducted in much the same manner as that of the Circuit Court. Improper or irrelevant testimony must be objected to, or otherwise it may be considered * * * Facts must be weighed by the commissioner in the light of legal principles."

Character of Services

The Court remarked that while the Commission is frequently referred to as an administrative tribunal "it is the character of the services rendered, and not the denomination of the tribunal before whom such services are rendered, which controls in determining whether such services constitute the practice of law."

The opinion held that such activities of the adjuster as the investigation of circumstances surrounding an injury, reporting

Legal Service Bureau

(Continued from page 1)

would be given in making assignments.

Would Divert Business

"That both parts of the ... would effect a diversion of business from the lawyers ... the community of the client whom the client would see properly, come were the ... not in operation.

"That the proper personal ... duciary relation between ... yers and client would be ... sible to preserve.

"That even 'dignified' ... tising is still advertising ... violation of all canons of ... fessional ethics.

"That the difficulties of ... mining which clients ... small means,' and thus ... at the Bar Association law ... would be so great that ... class of 'bargain-hunting' ... would soon be tempted to ... having small means, since ... office would rapidly gain ... ularity with the lay public, ... thus legal business of all ... even including presently ... able' business would be ... to the office.

Would Lower Earnings

"That the ultimate result ... that the office would ... with the private practi... and the average earnings ... lawyers would be lower ... hey are now.

"That the plans ... would thus, and in other ... create new problems ... more serious, from the ... point of both the public ... the lawyers than any ... that may now exist.

"That the Bar association ... office would be a stepping ... to socialism in the legal ... sion."

PERSONAL

Irving B. Majersack ... nounced the removal of ... ices to 32 Portland Ave. ... where he will continue the ... eral practice of law.

on the case to his office ... out forms as required and ... pared by the Commissi... notifying the Commissi... company has decided the ... is not compensable, do not ... stitute the practice of law.

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GESTS OF RECENT OPINIONS

(Continued from page 1)

Novaky defaulted and ent interlocutory, followed dgment final, was entered st them. Louis Kemeny ames J. Novaky answered ood trial before the Circuit Judge, a jury having been d. Proofs having been tak- d the matter heard, the ourt found for the plain- d against those defend- Postea was signed June and judgment final was d June 13th.

motion to arrest judgment contended that since final ent had been entered the two defendants who iled to answer barred the entry of a judgment the answering defend- The court held that since tion as brought showed oint and several liability, e judgment final against defaulting defendants re- ng unpaid and unsatisfied, not a bar to further pros- n of the cause against the ing defendants.

on denied.

— A Testamentary Gift Devise to Two or More ed Persons is a Gift to m Severally and Upon the th of one of Them in the time of the Testator, the to Him Lapses.

tor Dies Intestate as to Share of the Residuary te Which Lapses.

re the Meanin; of a Will lear, a Codicil Will not d to a Forced Construction rder to Prevent Partial tacy.

tion in Will to Pay In- tance Taxes on Bequests e in Will is not Broad gh to Cover Bequests e in Codicil.

ancery of New Jersey.

n Julius S. Rippel, and her, as Executors, etc. plainants and Harriet and others, Defendants. r 24, 1939.

mplainants: Irving Hu-

efendants, Harriet King thers: Pitney Hardin & er.

efendants, Smith: Aquila enino.

efendant, Henry Gwinnell Executor, et.: Clancy & hy.

efendant, Alma D. S. Skin- T. Star Dunning, Jr.

For defendants, Merchants and Newark Trust Company: Louis Bondy.

Bigelow, V. C.

Mrs. Elizabeth Bateman, died September 3, 1940 leaving a Will and a Codicil. The Will made certain specific and certain general bequests to a Mrs. Helen Hoff and others. It also contained a residuary clause naming Mrs. Hoff, two other individuals, and eight named charities as beneficiaries of legal shares thereof, all of whom also received bequests in the earlier clauses of the Will. The sixth paragraph of the will directs that all inheritance taxes "which may be levied against the bequests in my said will, are to be paid by my estate so that the beneficiaries receive the full amount of their respective bequests without any such deductions.

Mrs. Hoff died February 21, 1927. Four days later, Mrs. Bateman made a Codicil revoking the specific and general bequests she had made to Mrs. Hoff and giving the same money and personal property to Miss Annie Gwinnell. The Codicil made no mention of the residuary bequest to Mrs. Hoff. It concluded with a ratification of the aforesaid will.

Mrs. Bateman left surviving her as her nearest next of kin, her brother, Mr. Post, who received a bequest of $3,000 by the will.

The executors seek the direction of the court in the distribution of the estate.

Held: The residuary clause bequeaths the residuary estate to named persons and corporations who have no common characteristics. The bequest is obviously not a bequest to a "class", but to named individuals. A gift or devise to two or more named individuals, in the absence of some indication to the contrary, is a gift to them severally, and upon the death of one of them in the lifetime of the testator, the gift to him lapses. A legacy of a share of the residuary estate, upon lapsing, does not pass under the residuary bequest, as is the general rule applicable to lapsed bequests. The testator dies intestate as to that share. The one eleventh share bequested to Mrs. Hoff therefore devolved upon Mr. Past.

It is argued that since Mrs. Bateman made a codicil after Mrs. Hoff's death, she intended to dispose of all of her estate by the will and that to allow the one eleventh share of the residue would be contrary to her intentions. This proposition has been followed by the courts where there is some doubt as to whether, under the terms of the will, an intestacy has been caused by the death of a beneficiary. Here, however, there is no doubt that an intestacy has been caused. The execution of a codicil is no ground for placing a forced construction on a will in order to prevent intestacy.

Miss Gwinnell's legacies were given under the codicil. The will directs the payment by the estate of all taxes "which may be levied against the bequests or beneficiaries in my said will". The law places the burden of the tax upon the beneficiary and there it stays unless the testator evinced a contrary intention. The will only directs payment on bequests made in the will. Miss Gwinnell's legacy did come from the will and is not covered by the aforesaid direction. The taxes thereon must be deducted therefrom.

The will indicates that Mrs. Bateman desired each of the beneficiaries named in the residuary clause to have an equal share. The share which devolves upon Mr. Post does not pass under the will and hence is not covered by the direction to pay inheritance taxes. The other shares are however, subject to inheritance taxes at different rates. In order to obtain the equality intended by the will, the taxes on the ten shares which passed under the will should be deducted first and the remainder devided into eleven equal parts.

INJUNCTION — Restraint Pendente Lite May Only Issue Where it is Reasonably Probable that the complainants had the Right Claimed.

New Jersey Court of Errors and Appeals.

Kitty Kelly Shoe Corporation, etc. Complainant-Respondent and United Retail Employees of Newark, N. J. Local No. 108 affiliated with the CIO, Robert Brown, Irving Levine, Michael Kresch, Irving Baum, Robert Herman, Allan Charney, William Mondschein and Emilio Russomano, Defendants-Appellants.

October 26, 1939.

For the complainant-respondent Leonard J. Emmerglick.

For the defendants-appellants: Samuel L. Rothbard.

Per Curiam.

The appeal is from an order of the Court of Chancery restraining the defendants, pendenti lite, from picketing, distributing a handbill, and hindering or obstructing any persons seeking ingress at complainant's place of business.

Though the proof is by exparte affdavits, the complainant must show clearly and convincingly, the facts necessary to warrant the restraint. The denials must similarly be precise and convincing. If upon the entire showing it then appears reasonably probable that the complainants had the right claimed, the injunction may issue.

The charges in this case are not sufficiently precise and particular and do not convince the court of the reasonable probability of complainants contention.

Order revised and record remitted.

(Continued on page 5, col. 1)

Urges Abandonment Of Voluntary Bar Associations

New Haven, Conn., — "New England's historical conservatism—the kind of conservatism that, in the words of Douglas Jerrold, causes a man to 'refuse to look at the new moon, out of respect for that 'ancient institution', the old one' ", is probably the principal reason why Connecticut lawyers and judges "are still clinging to an ineffective voluntary state bar association", declared Charles A. Beardsley, President of the American Bar Association, in his address at the convention of the State Bar Association, of Connecticut, in session here.

Mr. Beardsley comes from New England stock, his paternal ancestor, William Beardsley, having helped found the town of Stratford, Connecticut, in 1639. But since early boyhood, he has lived in California, where the legal profesison has a bar organization, created by an act of the legislature.

He told the Connecticut lawyers and judges that their "voluntary state bar association, like all other voluntary bar associations can only agitate and resolve, that you are wholly dependent upon some other agency to do the things as to which you agitate and resolve. And all your agitation and all your resolutions have not resulted in getting you beyond the stage, where you are still using antiquated, moss-covered and time-consuming legal procedure, with which Lord Coke, who died over three hundred years ago, would feel very much at home, or beyond the stage in which you are still providing the public with legal services that are slow, and unsatisfactory and unattractive to the public."

He told his audience that in California, and in a score of other states, they have effective bar organizations, known as "integrated bars", created by legislative act or by court rule, and "endowed with governmental authority, that enables them to do the things as to which voluntary bar associations can only agitate and resolve". And thus these integrated bars, Mr. Beardsley pointed out, "are rendering a service, to the bar, to the courts and to the public, that is so much improved and so much more satisfactory and attractive to the public that the public attitude toward the legal profession has undergone a marked change — the present public attitude being evidenced by laudatory newspaper editorials, typical of which is one that describes the condition created by the integrated bar as 'the most hopeful sign that has come into the life of the state in over half a century' ".

Mr. Beardsley said that "such a State as Connecticut, with its small area—less than one-thirtieth the size of California—and only about 1800 lawyers——one-sixth as many as in California—is exceptionally well adapted to bar integration."

Mr. Beardsley is an Oakland, California, lawyer, a graduate of Stanford University and of the Stanford Law School, and a member of the law school faculty. He was a member of the Commission that organized the California State Bar in 1927, and served for the next three years as a member of its Board of Governors, being its president in 1929-1930.

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Revision of Wills

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THURSDAY, NOVEMBER 2, 1939

AN ADMISSION AND AN INDICTMENT

Speaking over the radio last Sunday, Advisory Master John A. Matthews criticized an address delivered by President Roosevelt as being "replete with what we lawyers recognize as evidence that our opponent has no case: 'when there is no merit to your cause, abuse your adversary'". The trial record of a recent celebrated case in which Mr. Matthews was of defense counsel is replete with the unprecedented amount of personal abuse he inveighed against one of his adversaries in the cause. Because of his eminence at the bar, this technique was not altogether understood by many who were present in the courtroom. In the light of last Sunday's acknowledgment, however, his conduct may now be explained.

Although as an advisory master he holds a high judicial office in this state, it is, doubtless, Mr. Matthew's strict constitutional right to personally criticize the President of the United States. Nevertheless, a real issue is raised, when a responsible member of the bar broadcasts to the public an intimation that the legal profession and the courts recognize or permit the very questionable practice: "when there is no merit to your cause, abuse your adversary". It is extremely doubtful whether such conduct is ever justified or to be countenanced. Thus Canon 17 of the Professional Ethics of the American Bar Association adopted recently by the State Bar Association provides:

> Clients, not lawyers, are the litigants. Whatever may be the ill-feeling existing between clients, it should not be allowed to influence counsel in their conduct and demeanor toward each other or toward suitors in the case. All personalities between counsel should be scrupulously avoided. In the trial of a cause it is indecent to allude to the personal history or the personal peculiarities and idiosyncrasies of counsel on the other side. Personal colloquies between counsel which cause delay and promote unseemly wrangling should also be carefully avoided.

The problem of maintaining and improving the public's esteem of the bar and courtroom procedure is made that much more difficult by holding up to the public as generally recognized practice what only a very few lawyers do contrary to accepted standards of professional conduct.

PATERNITY BLOOD TEST LAW IN OPERATION

The merits of the Paternity Blood Test Law recently enacted in New Jersey were demonstrated in a Newark police court this week. One of the numerous bastardy cases where a hapless defendant is charged with paternity of a child was before the court. Defense counsel availed himself of the provisions of the new law and presented expert testimony as to the blood properties of the three principals. It was shown that the mother belonged to the "O" blood group, the alleged father to the "A" group and the child to the "B" group. Dr. Philip Levine, a pioneer in the field of paternity blood tests, testified that these demonstrable facts conclusively excluded the possibility of the defendant being father of the child since it is an accepted biological fact that a union of "O" and "A" parents never produces a "B" off-spring. Thus the court, on the basis of purely objective evidence, was materially assisted in administering justice in what has usually been regarded as a difficult case.

Report Progress In Settlement Of Attorney-Adjuster Problems

Representatives of Bar, Insurers, Again Choose Syracuse Man As Leader

Chicago, (CCNS) — Oscar J. Brown, Syracuse lawyer, was re-elected chairman of the Conference Committee on Adjusters at its regular fall meeting here. Thomas P. Harvey, Hartford, was re-elected secretary-treasurer.

The Conference Committee on Adjusters is the 10-man tribunal set up a year ago by the American Bar Association and by representatives of all types of insurance interests in an effort to work out problems arising in connection with the respective places of the attorney and the lay adjuster in the settlement of insurance claims. The committee has already promulgated a statement of principles to be followed in the adjustment of claims by insurance companies, which has been accepted by both the insurance companies and the Bar, and has requested that complaints with reference to the conduct of adjusters and attorneys be referred to it for action.

The four representatives of the American Bar Association on the committee, in addition to chairman Brown, are: Edwin M. Otterbourg, New York; James C. Jones, St. Louis; Fred B. H. Spellman, Alva, Okla.; and Henry B. Brennan, Savannah, Ga.

Further progress toward a complete settlement of the problem arising out of the contention that insurance adjusters are practicing law in handling claims was reported at the conclusion of today's meeting here. Proposals for amendment of the statement of principles agreed upon early this year were considered, and referred to a subcommittee for report at the next meeting, which will be held next January.

Complaints against both insurance companies and adjusters were heard. In one case where the committee had been advised that an adjuster had settled a claim without the knowledge or consent of the claimant's attorney, although the adjuster had been advised that the claimant had retained the attorney, the adjuster not only apologized and promised to refrain from such action in the future, but himself paid the attorney's fee.

The insurance companies involved in complaints indicated that they are following the statement of principles, but questioned the application of those principles to the particular facts involved in the cases under discussion.

Plans National Committee To Expand Legal Fields

Dean Garrison Calls on Bar to Solve Problem of Inadequate Demand

Washington, (CCNS) — Plans for the early establishment of a national non-partisan committee, consisting of lawyers, judges and educators, to co-ordinate plans for expanding the fields of legal service in all parts of the country, has been announced by Dean Lloyd K. Garrison, vice-president of the National Lawyers Guild.

Announcement of the Wisconsin Law School dean's plan was made at a meeting of the Washington chapter of the Guild at which Garrison called on members of the Bar to be "lawyer statesmen" and to solve the problem of "too many lawyers and too little legal service."

Dean Garrison has been chairman of the American Bar Association's committee on economic condition of the Bar.

He told the meeting here that the real answer to the problem is not in the traditional artificial contraction of the number of lawyers permitted to practice but in bringing legal service to the great middle-income group.

This fact is coming to be generally recognized, the speaker asserted.

Pointing out that nearly three-fourths of the nation's population lives in cities, Garrison said the legal profession and other agencies and institutions must adjust itself to a radically changed environment in which rapid urbanization of society is one of the chief phases.

Garrison mentioned the Philadelphia experiment involving the establishment of neighborhood law offices November 1 as among several attempts to meet the problem of legal service for the middle income group. He also noted that proposals along similar lines were under consideration in Chicago, New York, Minneapolis and San Francisco.

Garrison described the Philadelphia plan, which he was disposed to regard as an apparently effective means of expanding legal services, as unique in that clients would pay fees for consultations of a half-hour or less, $4.00 and up for drafting of wills, deeds, and similar documents, and from $15 up for representation in suits.

BAR ASSOCIATION NOTES

Federal Bar Association

The Federal Bar Association of New York, New Jersey and Connecticut under the auspices of its Committee on Federal Alcoholic Beverage Law, is sponsoring a debate over radio station WNYC on November 4, 1939, at 4 P. M. on the subject: **"Resolved That The American People Are Better Off Under Repeal."**

The affirmative will be presented by Captain William H. Stayton, Executive Director of the Repeal Associates. The negative will be defended by Dr. D. Leigh Colvin, writer, who was for 17 years the National President of the Inter-Collegiate Prohibition Association, and for 7 years Chairman of the National Committee of the Prohibition Party. He was the candidate for vice-president of the Prohibition Party in 1920 and candidate for president in 1936.

This will be one of a series of debates which will be held over Station WNYC by the Federal Bar Association. Jacob J. Glasser, Esq., Chairman of the Association's Committee on Federal Alcoholic Beverage Law, will preside.

Women Lawyers

The board of the New Jersey Women Lawyer's Club will have a dinner at the Downtown Club in Newark on November 9th which will be followed by a business meeting.

First Case Under New Paternity Blood Test Law

What is reported to be the first case of exclusion in New Jersey wherein the 1939 Paternity Blood Test statute was used resulted in an acquital before Judge Duveneck in Newark on October 31st.

Jack Wildman, of Newark, attorney for the man accused as the father of the child presented the testimony of Dr. Philip Levine, of the New Beth Israel Hospital, who testified that the laboratory tests disclosed that the alleged father's blood was in group "A", the mother's blood was in group "O" and the child's blood was in group "B". Dr. Levine further testified that the child of a union between persons of the groups "A" and "O" could not be in blood group "B".

The city of Newark was represented by Herman Blank, assistant corporation counsel.

SOCIAL LEGAL CALENDAR

November 4
Federal Bar Association.
Radio Debate—Station WNYC at 4 P. M.

November 9
New Jersey Women Lawyers Club.
Board Dinner Meeting—Downtown Club, Newark.

November 18
New Jersey Women Lawyers Club.
Dinner—Newark Athletic Club, Newark.

November 22
Federal Bar Association.
Thanksgiving Luncheon—Hotel St. George, New York.

November 27
Essex County Bar Association.
Institute on the Law of Bankruptcy—744 Broad St., Newark.

December 5
New Jersey Women Lawyers Club.
Discussion Group Meeting at Mrs. May Lyons home, West Orange.

DISPENSING WITH FEDERAL BAR EXAMINATIONS

It appears that when the attorneys are next sworn in as counsellors they will be immediately qualified by the United States District Court judges to practice in the federal courts without submitting to a special examination. This is a change for the better. The practice of holding special examinations for admission to the federal courts was unnecessary and worked additional hardship on attorneys who had already been passed upon twice by the State Board of Bar Examiners. Just as the usual bar examinations include questions on principles of Chancery, law and probate practice, so they should probe the applicant's knowledge of federal law. As long as we have the present system of bar examinations, these should cover every field of law in which the prospective attorney may be called upon for advice. In dispensing with the special federal bar examinations, the New Jersey U. S. District Court judges have acted wisely and considerately.

JUNIOR BAR STATE CONFERENCE OFFICERS

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rss, Herbert Russell, Jr.,
North Broad Street, Elizabeth, N. J.

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Roth, Archie,
Blairstown, N. J.

In addition to the foregoing state official family of the Conference the following New Jersey lawyers hold national offices and committee posts in the Junior Bar Conference:

Joseph Harrison, Newark—Secretary of the Conference.

Guy Tobler, Hackensack—Member of Executive Council from the Third Circuit.

Stanley Ford, Hackensack—National Director of the Conference's Public Information Program.

Alexander P. Waugh, Newark—Member of the Conference Membership Committee as representative from the Third Judicial Circuit.

Jerome C. Eisenberg, Newark, member of the Conference Bill of Rights Committee.

Julius Sklar, Camden—member of Committee on Junior Bar Groups.

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Large Fortune May Grow From Three Trust Funds

Sheridan, Wyo., (CCNS) — If the terms of three trusts are carried out as provided under the will of E. E. Lonabaugh, pioneer attorney and livestock dealer, a fund of $3,000 will have grown to a fortune of $768,000 by the time it reaches the ultimate beneficiaries.

The will set up three trusts of $1,000 each, which are to run for 100 years for the benefit of the town of Sheridan, the county of Sheridan and the Sheridan school district. Neither principal nor interest can be used during the 100-year period, the will stipulates.

Lonabaugh had practiced law in Wyoming for over 50 years. The $768,000 figure was arrived at on the basis of five and one-half per cent interest compounded anunally.

PERSONAL

S. Hoberman has announced the opening of a branch office at 10 Depot Square, Englewood where he will engage in the general practice of law.

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LAWS OF 1939

Chap. 361 (A-676) Oct. 14, 1939
Preserves the rights of osteopaths holding licenses under Chapter 13, Title 45 of Revised Statutes to continue such practice the same as if such act had not been repealed.

Chap. 362 (S-125) Oct. 16, 1939
Makes the "Stout Act" affecting the collection of taxes permanent law rather than a temporary measure.

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Formula Curbs Drinking Drivers

Recommendations Made to Decrease Auto Accidents Caused By Drunken Drivers

Atlantic City, (CCNS) — The "point one five" formula based on the scientific discovery that 0.15 per cent is the amount of alcohol in the blood that makes a driver too drunk to drive safely, has been responsible, through scientific tests of drivers, for sending many to prisons and keeping them off the roads, Chief Justice Harry Porter of the Municipal Court at Evanston, Illinois, told the National Safety Congress in session here.

Justice Porter, who heads the organization's committee on tests for intoxication, submitted the following recommendations for further safety:

1. Every intoxication examination should include questions asked at the scene by officers trained in the observance of objective symptoms of intoxication in order to rule out false defenses.

Tests of Body Fluids

2. Chemical tests of body fluids or breath are recommended in suspected cases. When alcohol in the blood is 0.15 or below, the committee recommends prosecution only when the circumstances and physical examination substantiate the suspicion of intoxication. When the percentage is 0.05 or below, the driver generally should not be prosecuted. A level of 0.15 or more is regarded as definite evidence that the driver is too drunk to operate a car.

3. Specimens for chemical tests should be taken as soon as possible after the violation. A second specimen taken at a later time will provide convincing contrasting evidence in court. Specimens should be large enough to permit check tests by the defense.

Specialists Urged

4. Testing apparatus should be available to every community. Enforcement departments should work with police surgeons, physicians, hospitals, departments of health and other technical persons to establish an arrangement for making tests and the presentation of expert testimony in court. The committee strongly recommends that court testimony on the meaning of the tests should be committed only to competent specialists.

5. Each state should consider adoption of legislation dealing with the use of chemical test evidence. The new Indiana law is suggested as a model.

6. Educational and enforcement methods should be directed at drinking pedestrians as well as at drinking drivers. Educational information should be prepared to reveal to the public in a more specific manner the hazards of driving after drinking and to develop public support.

Glib Alibis Ruined

The "point one five" formula has just about ruined the "time-honored excuses and glib alibis of the highway souse," the committee declared in its report.

"Until recently," it added, "juries were reluctant to bring in verdicts of guilty in the face of such defenses. It was one man's word against the word of another. Even when a juror's common sense told him the defendant probably was guilty, the lack of concrete proof left a reasonable doubt in his mind. But all this has changed in little more than a year, since the accuracy of body fluid and breath tests has been established and widely accepted in the courts."

PHOTO COPY SERVICE

Los Angeles, (CCNS) — Machinery for the making of photo copies of pages or paragraphs in library books has been installed by the Los Angeles County Law Library.

The new service is available to any library user on payment of the nominal charges required to defray cost of materials.

It is pointed out that with this service available, it will seldom be necessary for attorneys to copy material in long hand from the reports and other library books, or to have the copying done by typists.

Out of town lawyers are expected to make considerable use of the service to secure copies of materials not locally available to them.

LEGAL NOTICE

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF GOING OF CONSENT BY STOCKHOLDERS TO DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof by the unanimous consent of all the stockholders, deposited in my office, that GARDEN STATE TANNING CO., a corporation of this State, whose principal office is situated at No. 700 Broad Street, in the City of Newark, County of Essex, State of New Jersey, Morris Wyrgatt, being the agent therein and in charge thereof, upon whom process may be served, has complied with the requirements of Title 14, Corporations, of Revised Statutes of New Jersey, preliminary to the issuing of this Certificate of Dissolution.

NOW, THEREFORE, I, THOMAS A. MATHIS, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Tenth day of October, 1939, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by all the stockholders thereof, which said consent and the record of the proceedings aforesaid are now on file in my said office as provided by law.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at Trenton, this Tenth day of October, A. D. one thousand nine hundred and thirty-nine.

(Seal)

THOMAS A. MATHIS
Secretary of State.

N.J.L.J.—Oct. 19, 26, Nov. 2 $12.80

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof by the unanimous consent of all the stockholders, deposited in my office, that YANTIC CORPORATION, a corporation of this State, whose principal office is situated at No. 230 Lincoln Street, in the Borough of Glen Ridge, County of Essex, State of New Jersey Emma E. Peck, being the agent therein and in charge thereof, upon whom process may be served, has complied with the requirements of Title 14, Corporations, General, of Revised Statutes of New Jersey, preliminary to the issuing of this Certificate of Dissolution.

NOW, THEREFORE, I, THOMAS A. MATHIS, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Twenty-eighth day of October, 1939, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by all the stockholders thereof, which said consent and the record of the proceedings aforesaid are now on file in my said office as provided by law.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at Trenton, this Twenty-eighth day of October, A.D. one thousand nine hundred and thirty-nine.

(Seal)

THOMAS A. MATHIS,
Secretary of State.

N.J.L.J.—Nov. 2, 9, 16 $12.80

Failures Total Lower

New York, (CCNS) — Commercial and industrial failures for the period ended October 19 were four per cent lower than during the corresponding period last year, but compared with the short preceding week, they rose 21.9 per cent, according to Dun & Bradstreet.

Total in the latest period was 218, compared with 179 a week earlier and 227 a year earlier.

Insolvencies with liabilities over $5,000 numbered 124, or 20 more than a week ago, but four below the 1938 total.

CHANCERY NOTICES

IN CHANCERY OF NEW JERSEY — TO: WARREN R. WALKER and HELEN G. WALKER, his wife:

By virtue of an order of the Court of Chancery of New Jersey, made on the day of the date hereof, in a cause wherein Home Owners Loan Corporation, a corporate body of the United States of America, is complainant, and Warren R. Walker and Helen G. Walker, his wife, are defendants, you are required to appear and answer the bill of said complainant on or before the 28th day of November next, or the said bill will be taken as confessed against you.

The said bill is filed to foreclose a certain mortgage given by Warren R. Walker and Helen G. Walker, his wife, dated the 13th day of October, 1934, to the Township of Millburn, in the County of Essex and State of New Jersey, and you Warren R. Walker and Helen G. Walker, his wife, said defendants because you, Warren R. Walker are the owner and you Helen G. Walker are the person who executed the said mortgage to the complainant herein, covering the premises mentioned and described in the said bill, and by reason thereof claim to have some lien upon or interest in said mortgaged premises.

Dated: September 27, 1939.

RICHARD H. THIELE,
Solicitor of Complainant
17 Academy Street,
Newark, New Jersey.

N.J.L.J.—Oct. 12, 19, 26, Nov. 2 $14.28

128:22

IN CHANCERY OF NEW JERSEY — TO: LAWRENCE EDWARDS:

TAKE NOTICE, By virtue of an order of the Court of Chancery of New Jersey made on the 3rd day of October, 1939, in a cause wherein The Equitable Life Assurance Society of the United States, a corporation of New York, is complainant and Henry G. Lukert and others are defendants, you are required to answer and answer the bill of said complaint, on or before the 4th day of December next, or the said bill will be taken as confessed against you.

The said bill is filed to foreclose a certain mortgage made by Matter Construction Corporation, dated October 1, 1925 and recorded in Book A-56 of Mortgages for Essex County at pages 165-169, mortgaging premises in the City of Newark, County of Essex and State of New Jersey, known as No. 83-85 Peck Avenue, to the said complainant; and you are made a party defendant because you were the husband of Cleota Northrup Edwards, said Cleota Northrup Edwards having died intestate, and you may have some right, title or interest in or to said premises.

Dated: October 10, 1939.

EUGENE T. URBANIAK
Eugene T. Urbaniak, Proctor
Broad Street Bank Building
Trenton, N. J.

N.J.L.J.—Oct. 5, 12, 19, 26, Nov. 2

ESTATE OF EMILIE LANG, deceased.
NOTICE OF SETTLEMENT

Notice is hereby given that the Accounts of the Subscriber, Administrator of the estate of EMILIE LANG, deceased, will be audited and stated by the Surrogate and reported for settlement to the Orphan's Court of the County of Essex on Tuesday, the 14th day of November next.

Dated September 28, 1939.

EUGENE T. URBANIAK
Eugene T. Urbaniak, Proctor
Broad Street Bank Building
Trenton, N. J.

N.J.L.J.—Oct 5, 12, 19, 26, Nov. 2

ESTATE OF HENRY HYER, deceased.
NOTICE OF SETTLEMENT

Notice is hereby given that the Accounts of the Subscriber, administratrix of the estate of HENRY HYER, deceased, will be audited and stated by the Surrogate and reported for settlement to the Orphan's Court of the County of Essex on Tuesday, the 21st day of November next.

Dated October 10, 1939.

MARY P. MULLER
(Formerly Mary E. Hyer
Hugo Wexler, Proctor
60 Park Place
Newark, N. J.

N.J.L.J.—Oct. 19, 26, Nov. 2, 9, 16

October 18, 1939

ESTATE OF MARY FRAZEE, deceased.

Pursuant to the order of FRED HERRIGEL, Jr., Surrogate of the County of Essex, this day made, on the application of the undersigned, executrix of said deceased, notice is hereby given to the creditors of said deceased, to exhibit to the subscriber, under oath or affirmation, their claims and demands against the estate of said deceased, within six months from this date, or they will be forever barred from prosecuting or recovering the same against the subscriber

ANTOINETTE T. SMITH

Jacob Fox, Proctor
790 Broad Street
Newark, N. J.

N.J.L.J.—Oct. 26, Nov. 2, 9, 16, 23

CHANCERY NOTICES

IN CHANCERY OF NEW JERSEY — TO: VICTOR J. PERE and ALBERTA PERE, his wife:

By virtue of an Order of the Court of Chancery of New Jersey made on the 4th day of October, 1939, in a cause wherein Elmer I. Zeliff, executor of the Last Will and Testament of J. Sherman Zeliff, deceased is complainant and Victor J. Pere and others are defendants, you are required to appear and answer the Bill of said complainant on or before the 5th day of December next, or the said Bill will be taken as confessed against you.

The said Bill is filed to foreclose a certain mortgage given by Victor J. Pere and Alberta Pere, his wife, to the Fidelity-Union Title and Mortgage Guaranty Company, a corporation of New Jersey, dated the 19th day of August, 1926 on lands in the City of East Orange, County of Essex and State of New Jersey and recorded in Book G-59 of Mortgages for Essex County on pages 60-62. And you Victor J. Pere are made a defendant because you are one of the former owners of the property and also because Alberta Pere was one of the obligors on the bond executed to the Fidelity-Union Title and Mortgage Guaranty Company, and now held by the complainant and therefore you may be liable for any deficiency resulting from the sale of the mortgaged premises. And you, Alberta Pere are made a defendant because you are one of the former owners of the property and also because Alberta Pere was one of the obligors on the bond executed to the Fidelity-Union Title and Mortgage Guaranty Company and now held by the complainant and therefore you may be liable for any deficiency resulting from the sale of the mortgaged premises.

Dated: October 10th, 1939.

GEORGE J. H. WERNER,
Sol'r of Complainant,
965 Broad Street,
Newark, New Jersey.

N.J.L.J.—Oct 12, 19, 26, Nov. 2 $19.32

IN CHANCERY OF NEW JERSEY — TO: MARGARET L. SLEVIN, widow.

By virtue of an order of the Court of Chancery of New Jersey, made on the day of the date hereof, in a cause wherein The Home Savings Institution, a New Jersey corporation, is complainant, and Leonard Lee, Jessie H. Stelle and Rebecca S. Stelle, his wife, John Stelle and Edith R. Stelle, his wife, Bertram S. Landerbach, William L. Hildebrant, Margaret L. Slevin, widow, Alice C. Campbell, widow, Gertrude Wilson, S. Elmore, Judd H. Redford, Tyler R. Redford, Robert G. Schaefer and Lena Schaefer, his wife, Frankline J. Tompkins and Elizabeth Tompkins, his wife, Helen Kelly, widow, and John J. Schaffer, Jr. and Jean A. Schaffer, his wife, are defendants, you are required to appear and answer the bill of said complainant on or before the 18th day of December, next, or the said bill will be taken as confessed against you.

The said bill is filed to foreclose a certain mortgage given by Roland W. Lee and Blanche Elizabeth Lee, his wife, to The Home Savings Institution, a New Jersey corporation, dated November 4, 1927 on lands in the City of East Orange, County of Essex and State of New Jersey, and you Margaret L. Slevin, widow, are made a defendant because you are the owner and holder of a mortgage on the premises mentioned and described in said bill, and by virtue thereof, or otherwise, you may claim to have some lien upon or interest in or to said premises, which lien, claim or interest, if any, is subsequent to the lien of complainant's mortgage.

Dated: October 16, 1939.

HERRIGEL, LINDABURY & HERRIGEL,
Solicitors for Complainant
Essex Trust Building
Essex Street,
Newark, New Jersey.

N.J.L.J.—Oct. 26, Nov. 2, 9, 16 $18.00

SHERIFF'S SALE

Chancery B 418)

SHERIFF'S SALE — In Chancery of New Jersey. Between National State Bank of Newark, New Jersey, a corporation of the United States of America, complainant, and Morris Tesser and Anna Tesser, his wife, et als., defendants. Fi. fa. for sale of mortgaged premises.

By virtue of the above stated writ of fieri facias to me directed, I shall expose for sale by public vendue, at the Court House, in Newark, on Tuesday, the twenty-first day of November next, at two o'clock P. M., all the following tract or parcel of land and premises situate, lying and being in the City of Newark, Essex County, New Jersey.

Beginning at a point in the southeasterly side of Mulberry Street distant northeasterly one hundred seventy-four feet and eight-hundredths of a foot from the northeasterly line of Elm Street; thence (1) along lands of now or formerly Robert C. Winters, south fifty-nine degrees eight minutes east for a part of the distance through a party wall one hundred feet and seventeen-hundredths of a foot; thence (2) at right angles to Elm Street south twenty-nine degrees thirty minutes west six feet and twenty-five-hundredths of a foot; thence (3) parallel with Elm Street south sixty degrees thirty minutes east forty-seven feet; thence (4) at right angles to Elm Street north twenty-nine degrees thirty minutes east fourteen feet and seventeen-hundredths of a foot; thence (5) south sixty degrees thirty minutes east three feet and fifty-hundredths of a foot; thence (6) at right angles to Elm Street north twenty-nine degrees thirty minutes east two feet; thence (7) south sixty degrees forty-eight minutes east seventy-eight feet and fifty-hundredths of a foot to a point distant one hundred feet from Columbia Street measured northwesterly at right angles from the northwesterly thirty-degrees thirteen minutes east parallel to Columbia Street forty-five feet; thence (9) along lands of now or formerly Walter Greacen north sixty-one degrees fifty-eight minutes west two hundred thirty-one feet to aforesaid line of Mulberry Street; thence (10) along the same south thirty-one degrees seventeen minutes west eight feet and four-hundredths of a foot to beginning.

Also a right of way over the following described alley and reservation in Deed Book 1116, page 100.

Beginning at a point in the northwesterly line of Mulberry Street distant thereon one hundred seventy-two feet northeasterly from the northeasterly line of Elm Street; thence north thirty-one degrees thirteen minutes east along said line of Columbia Street twelve feet to lands of now or formerly Osborne; thence along the same and through said lands north fifty-eight degrees forty-seven minutes west one hundred fifteen feet; thence south thirty-one degrees thirteen minutes west twenty-three feet and eighty-six hundredths of a foot; thence along lands described above south fifty-nine degrees fifty-eight minutes east fifteen feet and three-hundredths of a foot; thence north thirty-one degrees thirteen minutes east eleven feet to corner of a twelve-foot alley; thence along said alley south fifty-eight degrees forty-seven minutes east one hundred feet to beginning.

The above description being in accordance with a survey made by Harrison R. Twyne, Surveyor, dated November 1, 1928.

The property is known and designated as No. 240-242 Mulberry Street, Newark, N. J.

The approximate amount of the decree to be satisfied by said sale is the sum of Sixty-seven Thousand Seven Hundred Ninety-four Dollars and Thirty-nine Cents ($67,794.39); together with the costs of this sale.

Newark, N. J., October 16, 1939.

HENRY YOUNG, JR., Sheriff.
Young & Shanler, Sol'rs. $40.32

N.J.L.J.—Oct. 26, Nov. 2, 9, 16

SURROGATE'S NOTICE

ESTATE OF JULIA (JULIETTE) MONTE, deceased.
NOTICE OF SETTLEMENT

Notice is hereby given that the Accounts of the Subscriber, Administrator of the estate of JULIA (JULIETTE) MONTE, deceased, will be audited and stated by the Surrogate and reported for settlement to the Orphan's Court of the County of Essex on Tuesday, the 14th day of November next.

Dated September 28, 1939.

EUGENE T. URBANIAK
Eugene T. Urbaniak, Proctor
Broad Street Bank Building
Trenton, N. J.

N.J.L.J.—Oct 5, 12, 19, 26, Nov. 2

LEGAL NOTICES

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof by the unanimous consent of all the stockholders, deposited in my office, that [illegible] MAN NATIONAL BUSINESS COLLEGE, a corporation of this State, whose principal office is situated at No. 45 Academy Street, corner Halsey, in the City of Newark, County of Essex, State of New Jersey, Ida Brown, being the agent therein and in charge thereof, upon whom process may be served, has complied with the requirements of Title 14, Corporations, General, of Revised Statutes of New Jersey, preliminary to the issuing of this Certificate of Dissolution.

NOW, THEREFORE, I, THOMAS A. MATHIS, Secretary of State of the State of New Jersey, Do Hereby Certify that the said Corporation did, on the Twenty-eighth day of October, 1939, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by all the stockholders thereof, which said consent and the record of the proceedings aforesaid are now on file in my said office as provided by law.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at Trenton, this Twenty-eighth day of October, A.D. one thousand nine hundred and thirty-nine.

(Seal)

THOMAS A. MATHIS,
Secretary of State.

N.J.L.J.—Oct. 26, Nov. 2, 9

SHERIFF'S SALES

(Chancery B—409)

SHERIFF'S SALE — In Chancery of New Jersey. Between Adamant Building and Loan Association, a corporation of the State of New Jersey, complainant, Elizabeth Pappanidis, et als., defendants. Fi. fa., for sale of mortgaged premises.

By virtue of the above stated writ of fieri facias, to me directed, I shall expose for sale by public vendue, at the Court House, in Newark, on Tuesday, the twenty-first day of November next, at two o'clock P. M., all the following tract or parcel of land and premises situate, lying and being in the City of Newark, Essex County, New Jersey, or so much of the same as may be needful and sufficient for the purpose:

Being commonly known as No. 483 Sixteenth Street.

The approximate amount of the decree to be satisfied by said sale is the sum of Five Thousand Three Hundred Eighty Dollars and Twenty-six Cents ($5380.26), together with the costs of this sale.

Newark, N. J., October 9, 1939.

HENRY YOUNG, JR., Sheriff.
Gilhooly & Yauch, Sol'rs. $15.40

N.J.L.J.—Oct. 19, 26, Nov. 2, 9

(Chancery B—420)

SHERIFF'S SALE — In Chancery of New Jersey. Between Post Office Building and Loan Association of Newark, New Jersey, a corporation of New Jersey, complainant, and Ulrica Jutterbock Sinclair, et al., defendants. Fi. fa., for sale of mortgaged premises.

By virtue of the above stated writ of fieri facias, to me directed, I shall expose for sale by public vendue, at the Court House, in Newark, on Tuesday, the twenty-first day of November next, at two o'clock P. M., all the following tracts or parcels of land and premises situate, lying and being in the City of Newark, Essex County, New Jersey, or so much of the same as may be needful and sufficient for the purpose:

First Tract: Beginning in the southerly line of Oliver Street at a point therein distant one hundred feet northeasterly from the southwesterly corner of the same and Pacific Street as the same are now practically located; thence (1) southerly and parallel with Pacific Street one hundred and eleven feet and [illegible] hundredths of a foot; thence (2) easterly at right angles to Pacific Street fifty feet to the rear line of lots fronting on Pacific Street; thence southerly along the same seventeen feet; thence westerly parallel with Oliver Street sixty-eight feet; thence northerly at right angles to Oliver Street twenty-eight feet; thence easterly parallel with Oliver Street twenty-five feet; thence northerly at right angles to Oliver Street one hundred feet to the southerly line of the same; thence easterly along the same twenty-nine feet and twenty-one and [illegible] hundredths of a foot to the place of beginning.

This description being agreeable to a survey made by Lehlbach Bros., January 1906.

Being the same premises conveyed to the said Ralph C. Dick, by deed recorded in Book O-57 of Deeds for Essex County on pages 431.

Second Tract: Beginning at a point in the southwesterly side of Oliver Street distant four hundred twenty-five feet southeasterly from the southerly corner of McWhorter and Oliver Streets; and running (1) southwesterly at right angles to Oliver Street one hundred feet to a point; thence (2) southeasterly parallel with Oliver Street fifty feet to a point; thence (3) northeasterly and parallel with the first course, one hundred feet to the side of Oliver Street; and thence (4) northwesterly along the line of Oliver Street fifty feet to the place of Beginning.

Being known as lots Nos. 22 and 23 on map of Black property filed in Book A-7 of Deeds, page 586; also known as Nos. 125-127 Oliver Street.

Being the same premises conveyed to the said Ralph C. Dick by deed recorded in Book V-59 of Deeds for Essex County on page 407.

Excepting therefrom so much of the property described as the Second Tract herein as was released by the complainant by release recorded in the Essex County Register's Office in Book 95 of Releases of Mortgages for Essex County, page 155 and which is described as follows:

All that certain tract or parcel of land and premises situate, lying and being in the City of Newark, County of Essex and State of New Jersey.

Beginning at a point on the southwesterly side of, Oliver Street distant 425 feet southeasterly from the corner of McWhorter and Oliver Streets; and running thence southwesterly at right angles to Oliver Street 100 feet to a point; thence southeasterly parallel with Oliver Street 7.02 feet to a point; thence northeasterly and parallel with the first course 100 feet to the line of Oliver Street, and thence northwesterly along the line of Oliver Street 7.02 feet to the point and place of Beginning.

The approximate amount of the decree to be satisfied by said sale is the sum of Thirteen Thousand Three Hundred Twenty-Two Dollars and Fifty-One Cents ($13,322.51), together with the costs of this sale.

Newark, N. J., October 9, 1939.

HENRY YOUNG, JR., Sheriff.
Stickel & Stickel, Sol'rs. $45.68

N.J.L.J.—Oct. 19, 26, Nov. 2, 9

ANOTHER CONSTRUCTION OF THE FINANCIAL RESPONSIBILITY ACT

John A. Laird of Newark

ead with considerable inter- he article published in the Jersey Law Journ l of day, September 28, 1 39, g with the liability of ..- ce companies under t cial Responsibility Act. authors of this artic e L. Burton and Baruch S. an, carefully reviewed of the leading cases in this upon the subject in a most sting article.

writers refer to the recent of Ambrose v. Indemnity ance Co. of North America, J. L. 248, recently decided Court of Errors and Ap- as one of far reaching sig- nce, and conclude that the has "by interpretation, ened the effect of the Fi- al Responsibility Act". The stion seems to be that the by its decision in the Am- case has read something the Financial Responsibility which was never intended e legislature.

the reason that I find my- n complete disagreement this view, and with the ht that some of your read- ght be interested in a fur- discussion of the questions by this Article, I am un- ing to briefly state the ns for my disagreement the conclusions reached by riters of this Article.

the Ambrose case one Jos- Ambrose was injured in an obile accident. He insti- suit against his brother to recover for his injuries, aving been struck by an obile owned by John and by one of his employees. surance carrier refused to d this action upon the d of a breach of warranty insured. Joseph Ambrose red a judgment in this , and thereafter brought tion to collect such judg- against the insurance car- The latter set up as one defenses that its insured reached a warranty con- d in the policy, such war- relating to his occupation, hat accordingly it (the in- ce carrier) was not liable the judgment. The plain- addition to denying the tions with respect to h of warranty urged that the Financial Respons- Act the insurance carrier liable regardless of any al- breach of warranty, alleg- hat John Ambrose, owner e automobile involved in accident, had some five before been the owner of ol bus which killed a child. latter position was sustain- the Court of Errors and als, which relied upon a er of cases in this State g with various phases of ct, and the decision is crit- d by the writers of this Ar- pon the ground that the erred in its interpretation e Financial Responsibility ith reference to the class rsons embraced by the Act. Act in question (P. L. 1931 169 p. 334 now found in ed Statutes 39:6-1) reads as ws:

The Commissioner of Motor hicles (hereinafter called e Commissioner) shall re- ive from any person who all have been convicted of, who shall have forfeited bond taken, or who shall have had his case nolled upon the payment of any sum of money for a violation of any of the following provisions of law, to wit, operating or permitting another person to operate a motor vehicle while under the influence of intoxicating liquor or any narcotic or habit-producing drugs * * * and not stopping at once when involved in an accident, ascertaining injury, rendering assistance, and disclosing identity * * * reckless driving * * * except in such cases where circumstances, in judgment of the Commissioner, are such that requirements should be waived; homicide or assault and/or battery arising out of the operation of a motor vehicle; such other violations as constitute cause for suspension or revocation of licenses in the State; an offense in any other state, or province, which, if committed in this State, would be a violation of any of the aforesaid provisions of law of this State; or who, while operating any motor vehicle, shall have been concerned in any motor vehicle accident resulting in the death of, or injury to, any person, or damage to property to the extent of at least one hundred dollars ($100.00), or in the discretion of the Commissioner, from the person in whose name such motor vehicle is registered, or both, except where person, in opinion of the Commissioner, is not at fault for causing accident, proof of financial responsibility * * *"

The writers of this Article accordingly take the position that John Ambrose did not fall within the class of persons required to demonstrate his financial responsibility to the satisfaction of the Commissioner, because he had not been personally chargeable with the death of the child. Or in other words, that the phrase in the statute above quoted and referring to any person "who, while operating any motor vehicle, shall have been concerned in any motor vehicle accident resulting in the death of, or injury to, any person, etc." has reference to personal operation.

The writers state their case in the following language:

"but while it is mandatory upon the Commissioner to require proof from the operator, it is **discretionary** as to the owner. If there is such discretion on the part of the Commissioner, how can a policy obtained by such owner by a required one, particularly if the policy was secured without any demand from the Commissioner, and with no thought of complying with the Financial Responsibility Act?"

It is at this point that the writers in my judgment have fallen into error, and that error revolves about a misconception of the meaning of the word "operating". The writers seem to consider that the word "operating" is synonomous with the word "driving", or in other language it means "personally operating". This in my judgment is an erroneous construction placed upon the word. The Century Dictionary, for example, defines the word "operate" as "to direct or superintend the working of." This I believe is the proper meaning to be attached to this word in this particular statute. The construction urged is not without support in the courts of this State and of other states.

In Neel v. Indemnity Insurance Co. of North America, 122 N. J. L. 560, the syllabus by the court reads as follows:

"The word "operating" has been judicially applied to the control of an automobile under circumstances where the performer of the act was not and could not have been sitting at the wheel, and to describe the function of a person at whose direction and in whose behalf an automobile was driven by another."

In the case of Bosse v. Marye, 250 Pacific 693 (Cal.) a father was held liable for injuries occasioned by his automobile when the car was being driven by a person to whom his daughter had loaned it, since the daughter "was 'operating' the car within the statute".

In the case of Poti v. New England Road Machinery Co., 140 Atl. 587 (N. H.) a statute providing for service upon the Commissioner of Motor Vehicles of process against a non-resident operating a motor vehicle within the state was held to legally empower service of process upon a foreign corporation by this method. This holding obviously requires a finding that the corporation was "operating" the car within the state through its agent or servant.

It is not meant to suggest that under some circumstances that the word "operation" may not have exclusive reference to "personal operation". The meaning to be attributed to the word depends in part upon its context, and particularly in a statute upon the purpose and aim of that statute. If as the authors of your article concede, the statute was designated to protect the general public

"against the ever increasing hazards occasioned by the rapid growth in the number of motor vehicles upon the highway."

then clearly the word must receive the interpretation which the present writer urges should be placed upon it. Does it seem reasonable that a corporation having a fleet of trucks engaged in high speed motor haulage, which corporation cannot of itself operate an automobile but can only operate the same through its employees, be relieved of any mandatory obligation under the Financial Responsibility Act, and that obligation fastened alone upon its employees who are individually subject to discharge after they have had even one accident? The Financial Responsibility Act requires proof of financial responsibility by the production of a policy of automobile liability insurance. Who takes out such insurance? Obviously the owner of the vehicle. Is there any such thing as a liability insurance policy insuring the driver of a vehicle but failing to insure the owner thereof? If such a type of policy exists the present writer has never seen one, and certainly the issuance of such a policy is not in the usual course of business. It would seem to follow that when the legislature provided that when any one "operating" an automobile under certain conditions must produce proof of the issuance to him of an automobile liability insurance policy (or some other form of guaranty of responsibility) that it primarily had in mind proof by the party on whose business the car was being operated that he was in a position to make good for any damage which his vehicle may have occasioned.

That this is a proper interpretation of the Act is strengthened by a careful study of the general language used. This writer has no quarrel with the view that the language of the statute requiring proof of financial responsibility from persons convicted of certain offenses under the Traffic Act named therein, has reference to the individual guilty of the offense in question. It is equally true, however, that where the statute requires the Commissioner to demand proof of financial responsibility from any person guilty of "permitting another person to operate a motor vehicle while under the influence of intoxicating liquor", that this has direct reference to the owner of the vehicle as distinguished from the driver. It should be noted that the clause of the Act referring to the discretionary power of the Commissioner to require proof of financial responsibility "from the person in whose name such motor vehicle **is registered**", does not state in terms that this discretion is to be exercised only against an **owner.** It is true that the person in whose name a motor vehicle is registered is normally the owner, but in my judgment the purpose of this phrase was to permit the Commissioner to deal with a situation arising from cases in which an automobile is being operated upon the highway but which nevertheless is not being operated in and about the business of the party in whose name the same is registered. This is common practice. Many concerns are in the business of renting out automobiles which are used by third parties on the business of such third parties. In such an instance the party in whose name the vehicle was registered would normally have no legal liability growing out of its operation. Such liability might exist, however, if an unsafe or improperly equipped vehicle were leased or rented out, and accordingly discretionary control was left in the Commissioner to require proof of financial responsibility under such circumstances. The owners of so-called U-Drive cars might perhaps be an example.

It is no doubt true that cases of individual hardship upon the insurance companies may arise under this Act. The writers state that the Ambrose decision requires that "the insurance company must gamble upon the integrity of its insured, upon the qualifications and driving skill of its insured's employees, upon the condition of the equipment used by its policy holders, and upon a myriad of other factors, the sum total of which go to make up the "risk."

The Financial Responsibility Act is but a step in the right direction as far as the protection to the general public from the hazards of automobile traffic is concerned. And in my opinion not only does the public necessity require the interpretation put upon this Act in the Ambrose case, but the language of the statute itself compels the belief that the case was correctly decided.

LEGAL NOTICES

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof by the unanimous consent of all the stockholders, deposited in my office, that SICKLES AND BAILEY, INC., a corporation of this State, whose principal office is situated at No. 246 Highland Avenue, in the City of Newark, County of Essex, State of New Jersey (Joseph E. Sickles, being the agent therein and in charge thereof, upon whom process may be served), has complied with the requirements of Title 14, Corporations, General, of Revised Statutes of New Jersey, preliminary to the issuing of this Certificate of Dissolution.

NOW, THEREFORE, I, THOMAS A. MATHIS, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Twenty-third day of October, 1939, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by all the stockholders thereof, which said consent and the record of the proceedings aforesaid are now on file in my said office as provided by law.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at Trenton, this (Seal) Twenty-third day of October, A.D. one thousand nine hundred and thirty-nine.

THOMAS A. MATHIS
Secretary of State

N.J.L.J. Nov. 2, 9, 16 $12.80

STATE OF NEW JERSEY
DEPARTMENT OF STATE
CERTIFICATE OF FILING OF CONSENT BY STOCKHOLDERS TO DISSOLUTION

To all to whom these presents may come, Greeting:

WHEREAS, It appears to my satisfaction, by duly authenticated record of the proceedings for the voluntary dissolution thereof deposited in my office, that the NICOLA ITALO TORRICELLI BUILDING AND LOAN ASSOCIATION, a corporation of this State, whose principal office is situated at No. 810 Broad Street, in the City of Newark, County of Essex, State of New Jersey (Philip Insabella, being the agent therein and in charge thereof, upon whom process may be served), has complied with the requirements of Section 14:13-1 of the Revised Statutes, preliminary to the issuing of this Certificate that such consent has been filed.

NOW THEREFORE, I, Thomas A. Mathis, Secretary of State of the State of New Jersey, Do Hereby Certify that the said corporation did, on the Thirtieth day of October, 1939, file in my office a duly executed and attested consent in writing to the dissolution of said corporation, executed by more than two-thirds in interest of the stockholders thereof, which said certificate and the record of the proceedings aforesaid are now on file in my said office as provided by law.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at Trenton, this (Seal) Thirtieth day of October, A.D. one thousand nine hundred and thirty-nine.

THOMAS A. MATHIS
Secretary of State

N.J.L.J. Nov. 2, 9, 16 $13.12

NOTICE OF SETTLEMENT

ESTATE OF JOHN S. GEARY, deceased.

Notice is hereby given that the Accounts of the Subscriber, Administrator of the estate of JOHN S. GEARY, deceased, will be audited and stated by the Surrogate and reported for settlement to the Orphans' Court of the County of Essex on Tuesday, the 5th day of December next.

Dated, October 25, 1939.

HAROLD C. GEARY
James J. Skillington, Proctor
744 Broad Street
Newark, N. J.

N.J.L.J. Nov. 2, 9, 16, 23, 30

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BAR EXAMINATION QUESTIONS

(Continued from page 1)

7. (a) What courts have jurisdiction to issue writs of replevin?
(b) If the writ of replevin cannot be served because of absence of the defendant, what remedy in this respect is available to the plaintiff?
(c) What does the statute require to be done by the sheriff upon delivery by him to the plaintiff of the replevin property?
(d) How may the defendant in replevin become repossessed of the property replevied?

8. A asked B the price of one hundred shares of the stock of the E Company. B said to A, at the time of the sale, "I will give you one hundred shares at $5.00 a share and I want you to take it. Any time you want your money back, I will give you $500.00". The stock fell in price; A tendered it to B and asked for the $500.00. Decide.

9. Plaintiff delivered to defendant three valuable diamonds "on memorandum" to enable him to show them to prospective purchasers, and if they were purchased, to collect the retail price, paying plaintiff the wholesale price and retaining the difference as profit. A week later plaintiff demanded the stones. Defendant was unable to return them, saying that he was unable to find them.
1. What legal relationship was created by the "memorandum"?
2. What are the rights and liabilities of the parties?

10. (1) What is an Agency?
(2) What is an Attorney in Fact?
(3) What is an agency del credere?
(4) What is a factor?
(5) What is the effect of death upon an agency?

11. (a) When is a bankrupt deemed to have given a preference?
(b) What debts are not affected by a discharge in bankruptcy?

12. Defendant W bought and obtained delivery of an automobile from Motor Company on Conditional Sales Contract, which was duly filed. Later, before completing the payments due on the conditional sales contract, W gave a chattel mortgage on the car to complainant, with general warranty, as security for complainant's endorsement of a note, at the same time representing himself as the owner of the car. Thereafter one X paid Motor Company the balance due on the car. W received a Bill of Sale for it, and immediately delivered the same to X by written assignment thereof. Later, because of default, complainant was compelled to pay the note and caused the automobile to be seized, advertised and sold under the Chattel Mortgage and he became the purchaser. Discuss the rights of the parties.

13. C sold goods to D and shipped the same to D by a trucking company. C forwarded to D a Bill of Lading to D's order with draft attached. Four days later, after the receipt of the documents and while the goods were in transit, D became insolvent. Up to this time D had not parted with possession of the documents. C on hearing the insolvency, served notice on the trucking company to stop the goods in transit. Upon learning of this D sold the Bill of Lading to E, a purchaser for value in good faith. What are the rights of the parties?

14. (a) X makes his promissory note to order of Y who endorses the note to Z for adequate consideration. Y is a minor. Z sues X who sets up the infancy of Y and his incapacity to endorse. Z moves to strike answer. Rule.
(b) Receiver of failed bank sues A and B, respectively, maker and endorser of a promissory note held by the bank. B seeks set-off for amount of his deposit balance held by receiver. Rule.

15. A holds the promissory note of B, endorsed by C and D, takes judgment against all the parties liable and issues execution against D. Levy is made on the property of D, who consults you as to his rights and remedies. Discuss.

16. A was President of the X corporation. He received a check for $500.00 drawn on the First National Bank by the Y Company to the order of the X corporation in payment of an account due from Y to X. A endorsed the check in the name of the X corporation to his own order, depositing it in his own account in a Trust Company. The check was collected from, and paid by the First National Bank out of funds of the Y corporation. X demanded payment of its account from Y, which was refused. Discuss the rights and relations of the parties.

17. Draw a Will leaving all property, real and personal, to testator's wife, including attestation clause.

18. Upon testator's death in 1938, a paper writing, purporting to be a Will dated February 1, 1930 and a codicil dated February 1, 1935 are found, fastened together. The Will is signed by the testator, but not witnessed. Opposite a legacy in the Will of $5,000 to Jones are the words in testator's handwriting "cancelled January 1, 1932." The codicil is signed by the testator, has a proper attestation clause with two witneses. The name of Jones, executor in the codicil, is partially erased and the name of Smith is substituted, this being admittedly done after execution of the codicil.
(a) May the Will and or codicil be probated?
(b) Is the legacy of Jones valid?
(c) Who may qualify as executor?

19. Discuss the validity of the trusts created under the following states of facts:
(a) A declares himself trustee of certain securities in trust to pay the income to himself for life and on his death to hold the securities in trust for such person as may be designated in a letter to be found after his death. A letter signed by him is so found.
(b) By an unattested instrument A makes a transfer inter vivos of property to B to hold, manage, invest and reinvest it in B's discretion, and to pay the income during A's life to A or in accordance with A's directions and on A's death to pay the principal to C. A reserves power to revoke or amend the terms of the trust. A dies without having revoked or modified the trust.

20. A bill is filed under the statute for the appointment of a Receiver of a corporation. An appropriate order to show cause is issued. At the time of the application, the financial statement of the corporation showed assets as follows:
(1) accounts receivable $200.00; (2) furnishings and fixtures $5,000.00; and liabilities as follows: (1) two months' rent due of $10,000.00, for which a distraint had been issued upon the goods and chattels of the insolvent corporation before the application for a receiver was made; and (2) unsecured creditors $20,000.00. Representing the landlord, what contentions would you make on the return of the order to show cause?

21. On May 1, 1938 A contracted to sell to B a parcel of land in Jersey City, title to close September 1, 1938. On June 1, 1938 A died intestate. On October 1, 1938 A's administrator files a bill to compel B to perform the contract. B claims that the title is unmarketable, being subject to the lien of A's debts. A's heirs-at-law, who are named parties, contend that the property is theirs under the law of descent and that the administrator is not entitled to the purchase money. Rule.

22. (a) Plaintiff's proof at the trial of her suit for damages for personal injuries shows that she, a woman 72 years of age, was injured while entering defendant's department store as an intending customer, that she had alighted from her automobile at one of the entrances, was escorted by defendant's "footman" across the sidewalk, and guided into one of the quadrants of a revolving door giving access to the store. In some unexplained way, she was thrown or pushed out of the revolving door and injured. Defendant moves for a non-suit. Rule.
(b) Plaintiff testified that he was a passenger on a train of the defendant railroad company and that he occupied a seat next to a window, which was open, the window of the seat immediately in front of him being likewise open. Plaintiff further testified that a small piece of stone came through one of the windows, struck him in the eye, and as a result he lost the sight of that eye. Defendant moved for a non-suit. Rule.

23. (a) A, a passenger in an automobile operated by B, obtained judgment for $1,000.00 against B and C for personal injuries resulting from the collision of the automobiles operated by B and C. B paid the judgment and sues C for contribution. C moves to strike the complaint. Decide.
(b) Plaintiff, a passenger in a bus, was injured when the bus collided with an automobile. In the suit against the owner of the automoble, the following question was propounded to plaintiff, "Did you receive compensation from the owner of the bus as a result of the accident in exchange for a covenant not to sue?" Objection is interposed by plaintiff's counsel. Is the question proper?

24. Action for libel. The complaint alleges that defendant falsely published in its newspaper a charge against plaintiff that diseased horses, unfit for food, were slaughtered for human food by plaintiff; and that the slaughtering was conducted by plaintiff under unsanitary conditions. Defendant answers:
1. That the publication was privileged because defendant was engaged in a business in which the public were interested and the matter published, although false, was of public interest and was published in an honest belief of the truth; and,
That the business, conducted by plaintiff and for injury of which damages was claimed, was unlawful in that plaintiff conducted it without securing a license required by law. Motion to strike defenses. Decide.

25. Jones was indicted for the murder of Smith, who lived an hour after being shot by Jones. Smith, asked by the attending surgeon, "Who shot you?" replied "Jones". At the trial that State sought to introduce Smith's statement after the surgeon had testified that he had told the deceased that his wound would probably be fatal although, if the bullet was quickly extracted, he might recover. The deceased said to the surgeon, "I do not expect to recover but want to." The trial court admitted deceased's statement that Jones had shot him. Rule.

26. (a) Outline procedure for removal of judgment of conviction for murder directly to the Court of Errors and Appeals.
(b) When it is necessary to allege and prove overt acts to effectuate the object of a conspiracy?
(c) After the object of a conspiracy to defraud a person has been consummated, to what extent are the acts and declarations of one co-conspirator done in pursuance of the conspiracy admissible in evidence against himself and his co-conspirators?

27. (a) A sued B on a note. B answered setting up that at the time the note was given he was an infant. A replied that B had, when the note was given, fraudulently represented himself of full age. B moved to strike out the reply. Should he succeed?
(b) A and his wife B, entered into a separation agreement. A agreed to pay to a trustee for her benefit $10. per week. A having defaulted in his payments ,the trustee sued him for the amounts due. A contended that the agreement was contrary to public policy and void. What have you to say as to this defense?

28. (a) A, a wife, sued her husband, B, for a limited divorce on the ground of extreme cruelty. She offered in evidence two judgments of convictions of B before the Court of Quarter Sessions, on charges of assault and battery on A. B's counsel objected. Rule.
(b) A commenced suit for divorce against her husband. The solicitor of the husband acknowledged service of the citation

(Continued on page 7, col. 1)

BAR EXAMINATION QUESTIONS

(Continued from page 6)

and filed an answer. The cause was referred for hearing. Discuss.

A is a stockholder in a corporation. He files a bill to set aside a sale of land by the corporation to one of its directors, alleging that the sale was procured by fraud of the vendee. A is sole complainant, and B, the director accused of the fraud, is sole defendant. Point out the defects in this bill.

(a) A and B negotiating a business agreement, employed an attorney, C, to draw the agreement. Litigation over the transaction between A and B having arisen, A called C as a witness to testify to communications made to him by B while the agreement was in preparation. B's counsel objected that the communications were privileged. Rule.

(b) On an action by A's representative against B for A's death it appeared that A was struck by B's auto, and rendered unconscious for several hours. On recovering consciousness A made a statement in the presence of C as to how the accident happened. The next day he died. C was called by plaintiff and over defendant's objection was permitted to state what A had said. Rule.

(a) A was indicted and tried for receiving stolen goods. At trial, the Court admitted evidence to show that defendant received similar stolen property from the same person which he knew had been stolen. Was the evidence admissible?

(b) A sued Express Company for loss of shipment. To prove liability, plaintiff offers testimony of conversation had with an employee of defendant after shipment was lost, in which employee admitted the loss. Rule.

When is a married woman competent to give evidence against her husband, in a civil action? In a criminal action? When is she compellable?

(a) What are the statutory provisions relating to exemption of personal property from execution?

(b) To what extent may execution issue against wages or salaries? Outline practice.

1. What are the functions of
(a) Bill of Particulars?
(b) Interrogatories?
2. To what extent are answers thereto evidential?

Defendant was sued in Mercer Circuit Court to recover damages under the Death Act for causing death to plaintiff's intestate. Trial resulted in a verdict for the plaintiff's intestate. On appeal to the Court of Errors and Appeals, the grounds of appeal were that (1) The verdict was contrary to the evidence; (2) It was contrary to the charge of the court; and (3) The damages were excessive. As attorney for plaintiff, what procedure would you follow?

(a) What is security for costs? Under what circumstances may it be had, and with whom must it be filed?

(b) A filed a bill against B to foreclose a mortgage and had him served with a subpoena. He then learned that B was insane, although no inquisition of lunacy had been made. What, if anything, should A do?

Draw verified petition for divorce for simple desertion.

(a) A issued a subpoena and then filed his bill of complaint. Representing the defendant, what action may be taken in the premises?

(b) In a foreclosure suit it was discovered after execution had been issued that subpoena had not been properly served on the defendant. In consideration of a delay in the sale, defendant agreed not to take advantage of the improper service. Representing complainant, what would you advise?

1. What is a remittitur?
2. Draw form of remittitur in affirmance of decree in Chancery.
3. What is a Writ of Assistance?
4. What is a Writ of Ne Exeat?
5. What is an order of reference in Chancery?

(a) Defendant moved to strike a bill generally for want of equity. On the hearing, he abandoned that ground, but sought to sustain the motion on the ground of a defect in parties. May he do so?

(b) If a complainant omits to take a decree pro confesso within four months after the time he is entitled thereto, what step must he take if he wishes to proceed with his suit?

Definition Of Taxpayer Stumps State Attorney

Hartford, Conn., (CCNS) — "What constitutes a taxpayer?" This question, asked by Mrs. Ruth B. Crawford, Secretary of State, has found State Attorney General Francis A. Pallotti unable to answer it.

After a month and a half of research, the Attorney General wailed that he was not the first one in this predicament. Correspondence with 35 other Attorney generals in other states disclosed the latter could not answer it, Attorney General Pallotti said.

The consensus of their answers was:

"This office has never rendered an opinion on that question."

"In order to answer that question, I'd have to write a treatise," Attorney General Pallotti said.

He explained that what Mrs. Crawford sought was a general definition applicable to all cases.

Such a definition is impossible, the Attorney General contended, because the term is used in a particular sense in each law.

Under one statute, he explained, a person whose name was on the grand list would be considered a taxpayer. Under other laws he would be a taxpayer if he paid taxes on his car, old age assistance taxes, cigaret taxes and other taxes.

CURRENT DECISIONS

(Continued from page 1)

ed, the evidence must be clear and convincing. It is not sufficient alone to reflect upon the credibility of the person to whom letters of administration have been granted. Unimpeachable evidence must be produced in court to prove the alleged fraud. If this were not the rule, it would be easy to see how any unscrupulous and irresponsible person could attack the rights and powers of one so appointed, in the hope of compromise settlement. Such a door, left carelessly open, would lead to the most serious consequences, and defeat the very purpose of the laws to insure prompt and orderly administration of estates.

I have been asked to rule on the facts and evidence as presented by the able attorneys representing the plaintiff and defendant. Mr. White, representing the plaintiff, insists that the only question involved is, "Did the defendant lie at the time of the settlement of an inheritance from the Laue estate in New York; or did she swear falsely before this court at the time of applying for administration?" In ruling on this question, I need only call attention to the fact that the alleged lie in connection with the Laue estate in New York, concerned the parentage of the child only so far as the father was concerned. At no time, in the exemplified copies of the records before me, did Mrs. Giles say that she was not the mother of the child.

The testimony of the plaintiff on the witness stand alleging that the defendant had privately confided in him that she was not the real mother of the child, if supported by corroborating testimony, might be convincing. It was totally uncorroborated. Furthermore, it was flatly denied by the defendant. Hence, we have only the word of the plaintiff against the word of the defendant.

Judge Lloyd, appearing for the defendant, offered a transcript of a birth certificate in evidence, purporting to show that Mrs. Giles is the mother of record. This bears the seal of the Department of Vital Statistics of the State of New Jersey. It was contended that the absence of a physician's signature renders this document ineffective. However, the validity of the certificate is not open to question in this court. It must stand as prima facie evidence. Chapter 150 P. L. 1900, Par. 29, Page 371. I am duty bound to accept it. See Vanderbilt vs. Mitchell 71 Eq. 632; 72 Eq. 910.

Was the defendant the mother of John S. Giles, deceased? It is a very serious matter for a person to charge that a woman is not the mother of a child to whom she claims having given birth. There has not been the slightest suggestion anywhere in the evidence that any person other than Mrs. Giles was the mother.

I am convinced that regardless of the uncertain ancestry on the father's side, the defendant is the mother of the decedent. That is the only question involved. See N. J. Revised Statutes 1937 3:5-7.

The case is dismissed, and the original order granting administration affirmed.

PERSONAL

Philip L. Fannan has announced the removal of his offices to 509 Orange Street, Newark where he will continue the general practice of law.

Chancery Receiverships

Receivers Appointed

HYGROBT, INC. (Selling Textile Machinery & Chemicals) 681 Schuyler Ave., Kearny; ads. American Tool & Machine Co; Recr. William C. Egan; Solr. C. Wallace Vail; Filed October 25, 1939.

MILFORD FOOD CENTER, INC. (Retail Food Business) 5 Colt St., Paterson; ads. Jeanette Mink; Recr. William C. Egan; Solr. Morris M. Ravin; Filed October 18, 1939.

C. FIORY PIECE DYE WORKS (Dyeing and Processing Silk) Paterson; ads. Paul Segal; Recrs. Abram I. Bluestein; and Samuel Fier; Solr. John D. Masterton; Filed September 25, 1939.

Bills Filed

CREW REALTY CO. (Real Estate) River Rd., East Paterson; ads. Charles Crew; Solr. H. Herbert Singer; Filed October 17, 1939.

ROOSEVELT MARKET, INC. (Fruits & Veg Sales) 149 Market St., Passaic; ads. Passaic & Garfield Fruit Produce Co; Solrs. Feder & Ruzer; Filed October 5, 1939.

TRIMOUNT DREDGING CORP. (Dreging Channel of Passaic River) 437 Riverside Ave., Newark; ads. Spinelli Construction Co; Solrs. Schotland, Harrison & Schotland.

UNITED MACHINE LIQUIDATING CO. (Machinery exchange) Paterson; ads. Joseph MacMurray; Solr. Jacob L. Bernstein; Filed October 3, 1939.

BANKRUPTCIES

BECK, Albert (Compositor) 172 Madison St., Wood Ridge; vol; liab. $8,957; assets $200; refr. Grimshaw; solrs. Chandless & Weller; 10-23

BRIVIC, Bernard (Retail Shoes) 89 Prince St., Newark; invol; refr. Porter; solr. H. H. Bernstein; 10-27

BURKE, Anthony Joseph (Printer) 11 Donald Pl., Elizabeth; vol; liab. $9,331; assets $5,305; refr. Porter; solr. J. T. Gleason; 10-27

CARBERRY, John James (Salesman) 2 Harding Terr., Morristown; vol; liab. $15,120; assets $1,245; refr. Grimshaw; solr. H. Silverstein; 10-23

CLOUGH, John Martens (Jeweler Grobe & Yasner) 27 Clarke Ave., Jersey City; vol; liab. $5,518; assets $4,400; refr. Grimshaw; solr. H. Kay; 10-21

COSTANZO, Joseph (Grocery Store) 46 Van Winkle Ave., Passaic; vol; liab. $2,063; assets $601; refr. Grimshaw; solr. C. Gressow; 10-23

DONOFRIO, Nicholas (Bartender) 376 So. 10th St., Newark; vol; liab. $4,604; assets $500; refr. Porter; solr. F. Calabrese; 10-26

ELLOR, William and YESHOEFER, Walter A., I. and as partners t/a VALDURA CORSET CO. 352 Mulberry St., Newark; invol; refr. Porter; solrs. Turesky & Kronberg; 10-26

JOHNSON, Olive Beers (Teacher) 178 Broad St., Keyport; vol; liab. $1,954; assets $225; refr. Weelans; solr. P. J. Quackenbush; 10-27

KAPLAN, Samuel (Optometrist) 227 Madison Ave., Cresskill; vol; liab. $12,376; assets $2,425; refr. Grimshaw; solr. A. A. Gross; 10-26

LILJAY, John (Contractor and Jobber) 50 Spring St., Bloomfield; vol; liab. $33,847; assets $20; refr. Porter; solrs. Sandmeyer & Meisner; 10-25

LOMBARDI, Mariano (Tailor) 14 Taylor St., Newark; vol; liab. $59,767; assets $100; refr. Porter; solr. L. C. Micone; 10-25

MIDARAS, John (Counterman and Manager) 126 Court St., Newark; vol; liab. $1,508; assets $70; refr. Porter; solr. W. Gelfond; 10-27

NORVICKI, John (Locomotive Fireman) 714 Jersey Ave., Jersey City; vol; liab. $2,037; assets $325; refr. Grimshaw; solr. D. J. Marsilitto; 10-27

PECK, Matilda J. (Housewife) 24 Hale St., New Brunswick; vol; liab. $6,400; assets $50; refr. Weelans; solr. A. Eber; 10-23

PLANT, George Reuben, I. and t/a VINEBROOK FARM RIDING ACADEMY (Riding Academy) Cooper Rd., Plainfield; vol; liab. $6,914; assets $2,805; refr. Porter; solr. S. D. Shapiro; 10-25

REGG, Ezekiel Jr. (Mechanic, G. M. Corp) 750 Bound Brook Rd., Dunellen; vol; liab. $447; assets $100; refr. Weelans; solr. J. J. Molnick; 10-27

REISS, Fred and ROWAN, William A. t/a REISS & ROWAN and Fred Reiss, individually (Butcher Shops) 915 Sunset Ave., Asbury Park (E. R.); 903 Sunset Ave., Asbury Park (W. R.); 901 Fifth Ave., Asbury Park (Bus.); vol; liab. $583; assets $3,000; refr. Weelans; solr. Ward Kramer; 10-24

ROSA, Joseph Maria (Tailor) 101 S. Argyle St., Margate City; vol; liab. $5,818; refr. Endicott; solr. A. N. Shahadi; 10-24

SALDARINI, Joseph (Real Estate) Pleasant Ave., Upper Saddle River; vol; liab. $70,923; refr. Grimshaw; solrs. Harber & Freeman; 10-27

SCHLESINGER, Philip (Stationery & Typewriting Business) 52 Catalpa Ave., Perth Amboy; invol; refr. Weelans; solrs. Milberg & Milberg; 10-23

SHAHNAZARIAN, Jacob Garabed (General Handy Man) 14 Sylvan Terr., Summit; vol; liab. $26,564; assets $525; refr. Porter; solr. J. R. Mantel; 10-26

SPROSS, Peter J. (Electrical Contractor) 1040 Stowe St., Union; invol; refr. Porter; solr. M. Golden; 10-27

WAGNER, Clay Saxton (Clerk in City Hall) 1266 Magnolia Ave., Camden; vol; liab. $19,450; assets $157; refr. Gaskill; solr. S. P. McCord; 10-25

WALKENBERG, Frank (Manager — Ace Wines & Liquors) 193 Johnson Ave., Newark; vol; liab. $9,007; assets $6,360; refr. Porter; solr. B. Potoker; 10-26

YANERELL, Anthony, also known as Carmen A. (Wholesale Meats) 215 East St., Bound Brook; vol; liab. $1,387; refr. Porter; solr. J. J. Mutnick; 10-27

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COURT AND MOTION CALENDAR

COUNTY	COURT	JUDGE	CLERK	HIGH NO. WEEKLY CALL	HIGH NO. DAILY CALL	MOTION DAYS	COUNTY CLERK	SHERIFF
Atlantic	Sup. and Cir.	Hon. Wilfred H. Jayne	William A. Blair	Trials - Oct.	16 to Nov. 23	Fridays at Atlantic City	William A. Blair	Alfred H. Johnson
Bergen	Sup. and Cir. Com. Pleas	Hon. John C. Barbour Hon. A. Demorest Del Mar	Eugene H. Jorel Fred V. Kellogg	84 118	64 118	Friday, November 3rd	James W. Mercer	Benjamin Dansen, Jr.
Burlington	Sup. and Cir.	Hon. Samuel M. Shay	Lawrence G. Mingin	Not Sitting		Fridays at Camden	Lawrence G. Mingin	F. George Furth
Camden	Sup. and Cir.	Hon. V. Claude Palmer	Joseph E. Halpern	121		Every Friday	Leslie H. Ewing	Frank B. Lukor
Cape May	Sup. and Cir.	Hon. Wilfred H. Jayne	Stirling W. Cole	Not Sitting		Fridays at Atlantic City	Stirling W. Cole	William B. Powell
Cumberland	Sup. and Cir.	Hon. Samuel M. Shay	Frank G. Wettstein	Trials - Oct.	16 to Nov. 2	Fridays at Camden	Frank G. Wettstein	William P. Riggin
Essex	Sup. and Cir. Com. Pleas	Hon. William A. Smith Hon. Joseph L. Smith Hon. Edwin C. Caffrey Hon. Dallas Flannagan	John F. O'Brien Arthur M. Goldbaum Anthony Gmeiner Thomas Cashill	450 150	248 68	Friday, November 3rd	Russell C. Gates	Henry Young, Jr.
Gloucester	Sup. and Cir.	Hon. Samuel M. Shay	R. Edward Klaisz	Trials - Nov.	6 to Nov. 30	Fridays at Camden	R. Edward Klaisz	Harry A. Black
Hudson	Supreme Circuit Com. Pleas	Hon. Henry E. Ackerson, Jr. Hon. A. Dayton Oliphant Hon. Thomas Brown Hon. Thomas H. Brown Hon. Thomas G. Walker	Louis De Forge Richard Devine Thomas J. Gillen Joseph Kelly Charles Dolan	120 46 509 400	98 31 347 398	Monday, November 6th	Gustav Bach	Eugene Ettie
Hunterdon	Sup. and Cir.	Hon. A. Dayton Oliphant	Charles L. Fell	Not Sitting			C. Lloyd Fell	Samuel C. Hall
Mercer	Sup. and Cir.	Hon. A. Dayton Oliphant	Chas. P. Hutchinson	Trials begin	November 13	Friday, November 10th	Chas. P. Hutchinson	Harry E. Hartman
Middlesex	Sup. and Cir. Com. Pleas	Hon. Robert V. Kinkead Hon. Adrian Lyon	William J. White Aldona Appleton	50		Every Friday	George Cathers	Julius C. Engel
Monmouth	Sup. and Cir.	Hon. Robert V. Kinkead	Bert Lugannani				Raymond L. Wyckoff	Morris J. Woodring
Morris	Sup. and Cir.	Hon. J. Wallace Leyden	E. Bertram Mott	Trials - Oct.	23 to Nov. 10		E. Bertram Mott	Henry R. Sperling
Ocean	Sup. and Cir.	Hon. William A. Smith	Granville M. Price	Not Sitting			John A. Ernst	Sylvester B. Mathis
Passaic	Sup. and Cir. Com. Pleas	Hon. Joseph G. Wolber Hon. Robert H. Davidson	Saul Lippman John C. Summers	145 32	127 26	Every Friday	Lloyd B. Marsh	John A. Gavin
Salem	Sup. and Cir.	Hon. Samuel M. Shay	Walter P. Ballinger	Not Sitting		Fridays at Camden	Walter P. Ballinger	Peter B. Hoff
Somerset	Sup. and Cir.	Hon. Joseph L. Smith	Walter K. Crater	Not Sitting		See Court Notes	Walter K. Crater	Thomas C. Vail
Sussex	Sup. and Cir.	Hon. Joseph G. Wolber	Arthur L. Wilcox	Not Sitting		Fridays at Paterson	Arthur L. Wilcox	Denton J. Quick
Union	Sup. and Cir. Com. Pleas	Hon. Frank L. Cleary Hon. Edward A. McGrath	Attilio Cagnassola Raymond Schneider	264 108	258 101	Friday, November 10th	Henry G. Nulton	Alexander Campbell
Warren	Sup. and Cir.	Hon. J. Wallace Leyden	Ramsey Reese	Not Sitting			Ramsey Reese	Edward T. Reilly

COURT NOTES

Atlantic County

Justice Newton H. Porter will hear Supreme Court motions on Monday, November 13 at his Chambers, Guarantee Trust Bldg., Atlantic City. All matters which can be attended to by mail may be sent to his chambers at 1060 Broad St., Newark.

Bergen County

Justice Joseph L. Bodine will hear Supreme Court motions on Monday, November 27th, at the Court House, Newark, at 10:30 A. M.

Burlington County

Justice Joseph B. Perskie will hear Supreme Court motions between the hours of 9:30 A. M. and 12:00 noon at his Chambers, Atlantic City on Saturday, November 4th.

Camden County

Justice Ralph W. E. Donges will hear Supreme Court motions at the Court House, Camden on Monday, November 6th.

Cape May County

Justice Newton H. Porter will hear Supreme Court motions on Monday, November 13, at his Chambers, Guarantee Trust Bldg., Atlantic City. All matters which can be attended to by mail may be sent to his Chambers at 1060 Broad St., Newark.

Cumberland County

Justice Newton H. Porter will hear Supreme Court motions on Monday, November 13 at his Chambers, Guarantee Trust Bldg., Atlantic City

All matters which can be attended to by mail may be sent to his Chambers at 1060 Broad St., Newark.

Essex County

Justice Charles W. Parker will hear Supreme Court motions on Saturday, November 4th, at the Court House, Newark. Justice Parker is hearing motions on the first and third Saturdays of November because of Armistice Day.

Ex-parte matters may be sent with stamped self-addressed envelope direct to Justice Charles W. Parker, 19 South Street, Morristown.

Contested matters may be listed in advance with Saul H. Kirschenbaum, official stenographer.

There will be a weekly call made in the Supreme and Circuit Courts on Friday, November 3rd.

There will be no weekly call made in the Common Pleas Court.

Gloucester County

Justice Ralph W. E. Donges will hear Supreme Court motions at the Court House, Camden, on Monday, November 6th.

Hudson County

Chief Justice Thomas J. Brogan will hear Supreme Court motions on Saturday, November 4, at the Court House, Jersey City at 9:00 A. M.

Hunterdon County

Justice Thomas W. Trenchard will hear Supreme Court motions at the State House Annex, Trenton, Room 445, every Thursday at 10:00 A. M.

Mercer County

Justice Thomas W. Trenchard will hear Supreme Court motions at the State House Annex, Trenton, Room 445, every Thursday at 10:00 A. M.

Middlesex County

Justice Clarence E. Case will hear Supreme Court motions on Saturday, November 4th at the Court House, Elizabeth at 9:30 A. M.

Hon. J. Wallace Leyden will try cases in Middlesex County from November 13 to December 15.

Hon. Robert V. Kinkead will try cases in New Brunswick until November 10.

Monmouth County

Justice Joseph B. Perskie will hear Supreme Court motions between the hours of 9:30 A. M. and 12:00 noon at his Chambers, Atlantic City on Saturday, November 4th.

Morris County

Justice Joseph L. Bodine will hear Supreme Court motions on Monday, November 27, at the Court House, Newark, at 10:30 A. M.

Ocean County

Justice Joseph B Perskie will hear Supreme Court motions on Saturday, November 4, between the hours of 9:30 A.M. and 12:00 noon at his Chambers, Atlantic City.

Passaic County

Justice Harry Heher will hear Supreme Court motions on Saturday, November 4th at the Court House, Paterson.

Salem County

Justice Newton H. Porter will hear Supreme Court motions on Monday, November 13 at his Chambers, Guarantee Trust Bldg., Atlantic City. All matters which can be attended to by mail may be sent to his Chambers at 1060 Broad St., Newark

Somerset County

Justice Joseph L. Bodine will hear Supreme Court motions on Monday, November 27th at the Court House, Newark at 10:30 A. M.

Hon. Joseph L. Smith hears Circuit motions each Monday morning at 10:00 o'clock while sitting in Somerville for the trial of cases.

At other times, counsel may arrange for the hearing of motions by communicating with Judge J. L. Smith, at his Chambers, Room 205, Court House, Newark, N. J., telephone Mitchell 2-7800, Ext. 349.

Ex parte and consent orders may be presented or mailed to the Judge at his aforesaid Chambers.

Sussex County

Justice Harry Heher will hear Supreme Court motions on Saturday, November 4th at the Court House, Paterson.

Union County

Justice Clarence E. Case will hear Supreme Court motions on Saturday, November 4th at the Court House, Elizabeth, at 9:30 A. M.

Warren County

Justice Thomas W. Trenchard hears Supreme Court Motions at the State House Annex, Trenton, Room 445, every Thursday at 10:00 A. M.

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